

RESOLUTION NO. 83-95

RESOLUTION APPROVING THE ESTABLISHMENT OF AN  
EMPLOYEE ASSISTANCE PROGRAM AND APPROVING AN  
AGREEMENT WITH THE FAMILY SERVICES AGENCY, INC.  
TO PROVIDE CERTAIN SERVICES UNDER THIS PROGRAM

RESOLVED that the City Council of the City of Lodi  
does hereby establish an Employee Assistance Program for  
employees and certain family members of employees of the  
City of Lodi.

BE IT FURTHER RESOLVED that the City Council of the  
City of Lodi does hereby approve an Agreement with the  
Family Services Agency, Inc. to provide certain services  
under this program, a copy of which agreement is attached  
hereto, marked Exhibit "A", and thereby made a part  
hereof.

BE IT FURTHER RESOLVED that the City Manager and  
City Clerk are hereby authorized to execute the subject  
Agreement on behalf of the City.

Dated: August 17, 1983

I hereby certify that Resolution No. 83-95  
was passed and adopted by the City Council  
of the City of Lodi in a regular meeting  
held August 17, 1983 by the following vote:

Ayes: Council Members - Murphy, Snider, and  
Olson (Mayor)

Noes: Council Members - Pinkerton

Absent: Council Members - Reid

  
Alice M. Reimche  
City Clerk

A G R E E M E N T

THIS AGREEMENT made and entered into this 17th day of August, 1983, by and between the CITY OF LODI, a municipal corporation, with its principal place of business at 221 West Pine Street, Lodi, California 95240, hereinafter "LODI", and FAMILY SERVICE AGENCY, INC., a non-profit corporation registered with the Franchise Tax Board of the State of California, with its principal place of business at 1130 North San Joaquin Street, Stockton, California 95202, hereinafter "AGENCY".

WHEREAS, LODI desires to extend to its employees certain services which AGENCY can provide; and,

WHEREAS, AGENCY represents that it is equipped, staffed and prepared to provide these services, and that it is staffed with persons who have expertise in dealing with potentially disabling emotional and family problems related to job or career, alcohol and drug abuse, marriage and family, children's problems at home or at school, teens with family and friends, divorce, anxiety feelings, sexual concerns, depression and loneliness, general insecurity, aging-parent/self, and preparation for retirement;

NOW, THEREFORE, in consideration of the mutual representation, promises or covenants contained herein, LODI and AGENCY agree as follows:

1. Services: AGENCY agrees to provide services as follows:

(a) AGENCY will provide on as needed basis thirty (30) unit hours of awareness training for LODI personnel. The purpose of this education will be to "define" what constitutes a troubled employee; the kinds of personal and family problems which may, if unattended, become disabling or create problems on the job; how to make a referral; and familiarizing employees with how this counseling program can help the troubled employee who, when helped with personal and family problems, can possibly be more effective on the job.

Special awareness training will be provided to supervisory and managerial personnel focusing on recognizing how family-related and personal problems adversely affect an employee's work performance.

(b) AGENCY will accept referrals for counseling of any LODI employee, said referrals generally to be made by employee's department head, supervisor, or by the director of personnel services. Employees and/or their legally recognized dependents may refer themselves to AGENCY.

(c) AGENCY will provide up to eight (8) unit hours of counseling interviews with the employee and/or his eligible dependents for diagnosis, assessment, short-term treatment, and referral whenever longer-term counseling and/or possible psychiatric service is indicated. Counseling interviews may be with an individual or with a family unit or couple.

Eligible dependents are defined as an employee's wife or husband and an employee's unmarried children

within the age limits below (including stepchildren, foster children or any other children living with employee in a regular parent-child relationship) if (1) they are supported by employee, (2) they are eligible under the City of Lodi Pacific Mutual Life Insurance Company Group Insurance Policy only as dependents, (3) they are not covered under said Group Insurance Policy as another person's dependents, and (4) they are not on active duty in any armed forces.

Age Limits for Children: under 19 years, but extended to under 23 years for full time students.

A full time student is a dependent child who attends a high school, college or university or vocational, technical or trade school on a full time basis.

Handicapped Dependents: A covered dependent child, who is incapable of self-sustaining employment because of mental retardation or physical handicap and is chiefly dependent upon employee for support, will not have his medical coverage terminated under said Group Insurance Policy because he has reached the maximum age limit.

The Personnel Director of LODI shall have the final determination of eligibility.

(d) AGENCY will respond immediately to referrals of LODI employees when there is the potential of emotional trauma because of a job related emergency. For example, this crisis intervention would be available to the police or fire department when the employee's action on duty has

resulted in critical injury to the employee or critical injury or death to another person.

(e) If a referral is made away from AGENCY following the eight (8) unit hours provided by LODI, such referral will be made to an agency or person who is licensed and who provides quality mental health services. Whether continuing with AGENCY or receiving service from another licensed mental health professional, the employee may utilize the health insurance benefits provided to employees by LODI and/or personal funds in payment of fees.

(f) AGENCY, if requested by LODI, would set up and conduct a maximum of four (4) seminars and/or workshops useful within certain City offices, such as a workshop on stress management.

(g) AGENCY will be available for consultation to supervisory and management personnel who are concerned about an employee's problems on the job and who are attempting to handle the problem directly with the employee. In other words, referral for counseling with AGENCY may not be indicated at this point in time, but the supervisory or managerial personnel may wish consultation to be better able to handle the employee's problems on the job.

(h) AGENCY will provide counseling service as much as possible in the AGENCY office in Lodi, currently located at 104 North School Street, Suite 217. If it is more convenient, or if the employee prefers, the employee

may be counseled in the office of AGENCY in Stockton, which is located at 1130 North San Joaquin Street.

(i) AGENCY will provide service to employee and/or dependents in English or in Spanish, if, in fact, Spanish is the language of choice for the employee.

2. All services rendered under this Agreement shall be provided in a manner consistent with the National Association of Social Workers' Code of Ethics, as contained in Exhibit "A".

3. Term: The term of this Agreement shall commence October 1, 1983, 1983 and end September 30, 1984, 1984, unless earlier terminated as hereinafter provided.

4. Renewal: This Agreement may be renewed for periods of one (1) year by written notice (letter) from LODI to AGENCY and written reply from AGENCY to LODI. Any changes in terms of the Agreement, including payment for services, will be clearly stated in the written notice and reply.

5. Termination: Notwithstanding any other clause in this Agreement, this Agreement and any extensions thereof may be terminated by either party by thirty (30) days notice of intention to terminate.

6. Payment for Services: LODI shall pay the following amounts:

(a) LODI will pay for this service based on a formula of an annual payment for each authorized employee.

Using the LODI Personnel Status Report as of April 30, 1983, showing 290 authorized positions times \$48.00

per year (\$4.00 per month) for each employee, the total contract amount will be thirteen thousand nine hundred and twenty dollars (\$13,920.00).

(b) This amount will cover payment for up to a maximum of thirty (30) hours per month for counseling services to employees and dependents; awareness training and interpretation of service for employees; consultation with management and supervisory personnel; or coordinating seminars.

(c) LODI will pay no fee to AGENCY for any interview beyond the eight (8) interviews allowed employee and/or dependent through the terms of this Agreement.

(d) Payment to AGENCY by LODI will be made monthly after receipt of billings from AGENCY on claim forms designated for this purpose. Format or other necessary changes may be made by the AGENCY or LODI as needed. All billings shall clearly reflect, and in reasonable detail, give information regarding the service for which claim is made. Identification of clients in billings shall be made by code and not by name in order to preserve the confidentiality of the names of clients. Billings shall be made and forwarded to LODI within five (5) days after the end of each calendar month. Payment shall be forwarded to AGENCY prior to the fifteenth (15th) day of the same month that billing is received.

(e) LODI guarantees to AGENCY a minimum payment of thirteen thousand nine hundred and twenty dollars (\$13,920.00) or one thousand one hundred and sixty dollars

(\$1,160.00) per month for the twelve (12) month term of this Agreement. It is anticipated that during the initial start-up stage of this program, while referrals are being developed and counseling services explained through awareness training by AGENCY with LODI, there will be reluctance to initiate referrals made to AGENCY. In this case, LODI may request AGENCY provide additional awareness training or develop other interpretive information to make up for the fewer counseling referrals during this initial period for which payment is guaranteed by LODI.

7. Eligibility: Client eligibility shall be verified and determined through contact with a delegated person at LODI who is responsible for validating eligibility. This person would also verify the eligibility of any self-referred employees of LODI.

8. Confidentiality: The names and identify of any employee who receives services under the terms of this contract shall be kept confidential and shall not be revealed to anyone except as otherwise provided under clause seven (7) above or clause nine-D (9(d)) below.

9. Records:

(a) Case Records. AGENCY shall maintain adequate case records on each individual client which shall include diagnostic evaluation and summary record of services provided by AGENCY.

(b) Statistical Records. AGENCY shall provide LODI with statistical records on a quarterly basis, identifying



the utilization of the services and the program performance.

(c) Financial Records. Appropriate service and financial records shall be retained by AGENCY for a period of four years following completion of this Agreement or until such time as all audit findings are resolved.

(d) Accountability. The AGENCY agrees to extend to LODI the right to audit and inspect any financial records of AGENCY which pertain to services performed and determination of amounts payable under the terms of this Agreement.

(e) Confidentiality. Records, including any information whether recorded in writing or not, pertaining to the identify, diagnosis, or treatment of any employee which are maintained in connection with the performance of the Agreement shall be confidential and disclosed only in the following circumstances:

(1) When disclosure is authorized by the written and signed consent of the employee. Such consent must state: (a) The specific information to be disclosed; (b) The name of the person or organization to whom disclosure is to be made; and (c) The purpose or need for such disclosure.

(2) When an employee's records are duly subpoenaed by a court having the requisite jurisdiction and/or are not otherwise protected by a professional relationship.

(3) When required by laws of the State of California governing psychotherapist disclosures pertaining to homicide or child abuse.

10. Quality Control of Services: A Licensed Clinical Social Workers (L.C.S.W.), licensed by the State of California to provide psychotherapy, shall provide the counseling service or supervise any assisting counseling staff within the AGENCY.

11. AGENCY, and the agents and employees of AGENCY, including its professional and non-professional staff personnel, shall act in an independent capacity in the performance of this Agreement. AGENCY shall furnish all personnel, supplies, equipment, furniture, utilities, telephone and quarters necessary for the performance of the services to be provided by AGENCY pursuant to this Agreement.

12. AGENCY shall maintain and keep in force during the term hereof the following policies of insurance, with endorsements thereof naming the City of Lodi as an additional insured.

(a) A policy of professional liability insurance (malpractice insurance) which shall cover all Licensed Clinical Social Workers providing services under this contract or administering this contract.

(b) A comprehensive general liability insurance policy in the amount of \$500,000 each occurrence and \$500,000 aggregate.

(c) A policy of Worker's Compensation Insurance to comply with California Statutory requirements.

(d) Insurance coverage for automobiles owned by AGENCY and used by AGENCY employees, in the following amounts: Bodily Injury \$50,000 each person, \$100,000 each accident and \$25,000 property damage.

(e) Other insurance policies as required by law.

13. AGENCY shall not subcontract out any portions of these services without the written permission of LODI. If referral is made for psychiatric consultation or psychological testing away from AGENCY, this cost will be borne by employee and/or dependent.

14. AGENCY represents that each of its employees and agents is aware of the terms and conditions of this Agreement and that they are likewise bound to the terms and conditions of the Agreement.

15. The parties shall not by any act, delay, omission or otherwise be deemed to have waived any of their rights or remedies hereunder, unless in writing and signed by an officer of LODI or AGENCY, and then only to the extent therein set forth. A waiver by LODI or AGENCY of any right or remedy under the terms of this Agreement on any one occasion shall not be construed as a bar to, or a waiver of, any such right or remedy on any other occasion. The failure of either party to seek redress of violation of or to insist upon strict performance of any provision of this Agreement shall not prevent or dilute such party's right to insist later upon such performance of the same or

similar provision or to have redress for the same or similar violation.

16. Except as otherwise provided herein, neither party shall disclose any of the details of this Agreement, or any of the terms hereof, to any third party without prior written consent of the other party, unless ordered to do so by a court of law. This does not include those disclosures as required by the California State regulatory laws pertaining to non-profit corporations or under which LODI is regulated.

17. The parties herein agree that in the event of any dispute or disagreement between them relating to this Agreement, the law of the State of California shall govern their rights and obligations hereunder. In the event that any action is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees incurred therein.

18. Any controversy or claim relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrators may be confirmed in any Court having jurisdiction thereof. There shall be three (3) Arbitrators: AGENCY shall choose one Arbitrator and LODI shall choose one Arbitrator. These two Arbitrators shall choose a third Arbitrator.

19. Every provision of this Agreement is intended to be severable from the other provisions. In the event that any of the terms and provisions hereof are deemed to be in violation of or prohibited by any applicable law or regulation, such terms and provisions shall be deemed as amended or deleted to conform to such law or regulations without invalidating any of the other terms and provisions of this Agreement.

20. No amendment or understanding which modifies the terms or conditions of this Agreement shall be binding upon either party unless such amendment or understanding is contained in a writing signed by both parties.

21. Services under this Agreement shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, or ancestry. AGENCY shall not use discriminatory practices in employment of personnel, or in any other respect on the basis of race, color, sex, religion, national origin, or ancestry.

22. Any notice required under this Agreement shall be deemed to have been duly served if sent by regular mail or by registered mail, as set forth herein:

TO: City of Lodi  
221 West Pine Street  
Post Office Box 320  
Lodi, California 95241

TO: Family Service Agency, Inc.  
1130 North San Joaquin Street  
Stockton, California 95202

Such notice shall be deemed to be effective on the day of the postmark.

23. This Agreement is not assignable by either party, either in whole or in party, without prior written consent of the other party.

24. Exhibit "A" is part of this Agreement.

25. Both parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

The undersigned persons represent that they each have the requisite authority to execute this Agreement on behalf of their respective organizations and to bind those organizations to the terms of this Agreement.

FAMILY SERVICE AGENCY, INC.,  
a non-profit corporation

CITY OF LODI, a municipal  
corporation

By \_\_\_\_\_  
Richard A. Steinmetz, LCSW  
Executive Director

By \_\_\_\_\_  
Henry A. Glaves, Jr.  
City Manager

ATTEST:

\_\_\_\_\_  
Alice M. Reimche  
City Clerk

EXHIBIT "A"

# Code of Ethics

*Social work is based on humanitarian, democratic ideals. Professional social workers are dedicated to service for the welfare of mankind, to the disciplined use of a recognized body of knowledge about human beings and their interactions, and to the marshaling of community resources to promote the well-being of all without discrimination.*

*Social work practice is a public trust that requires of its practitioners integrity, compassion, belief in the dignity and worth of human beings, respect for individual differences, a commitment to service, and a dedication to truth. It requires mastery of a body of knowledge and skill gained through professional education and experience. It requires also recognition of the limitations of present knowledge and skill and of the services we are now equipped to give. The end sought is the performance of a service with integrity and competence.*

*Each member of the profession carries responsibility to maintain and improve social work service; constantly to examine, use, and increase the knowledge on which practice and social policy are based; and to develop further the philosophy and skills of the profession.*

*This Code of Ethics embodies certain standards of behavior for the social worker in his professional relationships with those he serves, with his colleagues, with his employing agency, with other professions, and with the community. In abiding by it, the social worker views his obligations in as wide a context as the situation requires, takes all the principles into consideration, and chooses a course of action consistent with the code's spirit and intent.*

*As a member of the National Association of Social Workers I commit myself to conduct my professional relationships in accord with the code and subscribe to the following statements:*

- I regard as my primary obligation the welfare of the individual or group served, which includes action for improving social conditions.
- I will not discriminate because of race, color, religion, age, sex, or national ancestry and in my job capacity will work to prevent and eliminate such discrimination in rendering service, in work assignments, and in employment practices.
- I give precedence to my professional responsibility over my personal interests.
- I hold myself responsible for the quality and extent of the service I perform.
- I respect the privacy of the people I serve.
- I use in a responsible manner information gained in professional relationships.
- I treat with respect the findings, views, and actions of colleagues and use appropriate channels to express judgment on these matters.
- I practice social work within the recognized knowledge and competence of the profession.
- I recognize my professional responsibility to add my ideas and findings to the body of social work knowledge and practice.
- I accept responsibility to help protect the community against unethical practice by any individuals or organizations engaged in social welfare activities.
- I stand ready to give appropriate professional service in public emergencies.
- I distinguish clearly, in public, between my statements and actions as an individual and as a representative of an organization.
- I support the principle that professional practice requires professional education.
- I accept responsibility for working toward the creation and maintenance of conditions within agencies that enable social workers to conduct themselves in keeping with this code.
- I contribute my knowledge, skills, and support to programs of human welfare.



## National Association of Social Workers

(Adopted by the Delegate Assembly of the National Association of Social Workers, October 13, 1960, and amended April 11, 1967.)